

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

RECEIVED

2011 FEB 10 P 4:30

ARROWOOD INDEMNITY CO.
SUCCESSOR TO TUITIONGUARD
Plaintiff

Vs.

RICHARD A. STEHL
Defendant

Case No.

2:11-cv-101

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

NOTICE OF REMOVAL

Comes now the Defendant, Richard A. Stehl, who herewith give Notice of Removal of the case of *Arrowood Indemnity Co., Successor to TuitionGuard v. Richard A. Stehl*, filed in the Circuit Court of Montgomery County, Alabama, case no. CV-10-01107, and as grounds therefore would state unto the Court as follows:

1. Removal is based upon 28 U.S.C. § 1452 and Rule 9027 of the Bankruptcy Rules. The Court has jurisdiction pursuant to 28 U.S.C. §1334 and § 1331. Venue is proper. 28 U.S.C. § 1391 and § 1409.
2. The matter is a core proceeding pursuant to 11 U.S.C. § 157(b)(2)(A),(I), and (O).
3. Attached hereto is a copy of the complaint and attachments to the complaint (41 pages) in Arrowood Indemnity Co., Successor to TuitionGuard v. Richard A. Stehl, filed in the Circuit Court of Montgomery County, Alabama, case no. CV-2010-01107, filed on or about September 2, 2010. The Defendant, Richard A. Stehl, was served with the complaint (only the bare 1 page complaint and summons without the attachments) on or after January 26, 2011. The Sheriff had not filed the return of service as of February 7, 2011.
4. The Defendant, Richard A. Stehl, filed his Chapter 7 bankruptcy petition in the Bankruptcy Court for the Middle District of Alabama on October 15, 2005, case no. 05-33989-

WRS. He received an order of discharge in the bankruptcy case on February 7, 2006. The case was a no asset case.

5. The face of the complaint alleges that the debt sued upon was “entered into by the Defendant on 11/15/01”.

6. The debt was discharged in the bankruptcy proceeding. 11 USC § 727(b). The Defendant is enjoined from pursuing this debt. 11 USC § 524(a).

7. Further, The Defendant, reopened his bankruptcy case in 2005 and filed an Adversary Proceeding, No. 06-03100, Complaint to Determine Dischargeability of Debt, naming many Defendants including “TuitionGardtm Ltd.”. On May 9, 2007, Judge William Sawyer entered a judgment, to wit: “For the reasons set forth in this Court’s Memorandum Decision of this date, judgment is entered in favor of the Plaintiff. It is determined that the subject student loan indebtedness is not excepted from the Debtor’s discharge pursuant to 11 U.S.C. § 523(a)(8). In addition, Defendants Landmark American Insurance Company and TuitionGard, Ltd., are dismissed without prejudice.” As noted in the Court’s Memorandum Decision of even date, service could not be obtained on Defendants Landmark American Insurance Company and TuitionGard, Ltd. The adversary proceeding sent to TuitionGard, Ltd. was not deliverable at the address for TuitionGard, Ltd.

WHEREFORE, the Defendant, Richard A. Stehl, respectively prays that this Honorable Court take jurisdiction of this matter.

Done this the 10th day of February, 2011.



Richard A. Lawrence
Attorney for Defendant Richard A. Stehl

OF COUNSEL;

Richard A. Lawrence LAW006
608 South Hull Street
P.O. Box 4633
Montgomery, AL 36103
(334) 263-2000
Fax: (334) 263-9086
richard@rlawrencelaw.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing upon the following parties listed below by placing a copy of the same in the United States Mail, first class postage prepaid and properly addressed, or by electronic mail (or by hand delivery on the Circuit Clerk) on this the 10th day of February, 2011:

Leonard M. Schwartz
1609 Richard Arrington Jr. Blvd. South
Birmingham, AL 35205

Circuit Clerk
Montgomery County Courthouse
251 So. Lawrence Street
Montgomery, AL 36104


Richard A. Lawrence
Attorney for the Plaintiff